

# EXHIBIT E

PROMISSORY NOTE

\$575,895.00

October 1, 2002

FOR VALUE RECEIVED, EBER BROS. WINE & LIQUOR CORPORATION, a New York corporation with its principal place of business located at 155 Paragon Drive, Rochester, New York 14624 ("Maker"), promises to pay to the order of LESTER EBER, an individual with a mailing address at 15 Coral Way, Rochester, New York 14618 ("Payee"), at such place as shall be designated from time to time in writing by Payee, the principal sum of Five Hundred Seventy-Five Thousand Eight Hundred Ninety-Five and 00/100 Dollars (\$575,895.00), plus interest thereon at a rate of six percent (6%) per annum, from the date of this Note until paid.

THIS INSTRUMENT IS SUBJECT TO THAT CERTAIN SUBORDINATION AGREEMENT AMONG EBER BROS. WINE & LIQUOR CORPORATION, EBER BROS. WINE & LIQUOR METRO, INC., PAYEE AND M&T BANK, AS AGENT FOR THE "BANKS," AS THAT TERM IS DEFINED THEREIN, DATED OCTOBER 1, 2002. No amounts shall be due and owing Payee hereunder until all amounts due and owing the Banks have been paid in full. Thereafter, all principal and interest due and owing Payee hereunder shall be paid by Maker upon terms and conditions to be mutually agreed upon by Maker and Payee; provided, however, that Maker shall make payments of interest at least monthly, and all amounts of principal and interest shall be paid in full no later than the tenth anniversary of the date of this Note.

Subject to the foregoing, this Note is prepayable in whole or in part at any time without any prepayment penalty or premium whatsoever. All prepayments shall be applied first to any accrued and unpaid interest due and owing hereunder and then to the reduction and payment of principal in order of maturity.

Any payment not received within thirty (30) days of the date due shall be subject to an additional late charge equal to two percent (2%) of the payment then due. All payments hereunder shall be made in lawful money of the United States of America in immediately available funds and without presentation of this Note for notation of such payment.

This Note shall become immediately due and payable without presentment, demand, protest or other notice of any kind, all of which are hereby expressly waived, upon the occurrence of any of the following events of default:

- (a) failure of Maker to make any payment when due hereunder;
- (b) failure of Maker to pay any other obligation, when due, to Payee;
- (c) financial difficulties of Maker as evidenced by (i) any admission in writing of its inability to pay debts as they become due, (ii) the filing of a voluntary or involuntary petition in bankruptcy, or under any chapters of the Bankruptcy Code, or under any federal or state statute providing for the relief of debtors, (iii) the making of an assignment for the benefit of creditors, or (iv) the appointment of a receiver, custodian or trustee for all or a major part of Maker's property; or
- (d) liquidation or dissolution, or sale of all or substantially all of the assets, of Maker.

The terms of this Note cannot be changed, nor may this Note be discharged in whole or in part, except by a writing executed by Payee. In the event that Payee demands or accepts partial payments of this Note, such demand or acceptance shall not be deemed to constitute a waiver of the right to demand the entire unpaid balance of this Note at any time in accordance with the terms hereof. Any delay by Payee in exercising any rights hereunder shall not operate as a waiver of such rights. This Note shall be binding upon Maker and its successors and assigns.

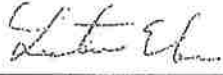
The execution of this Note by Maker evidences the grant of a security interest in all of the assets of Maker in favor of Payee. As such, all of the payment obligations due and owing hereunder are secured by said security interest.

The terms of this Note shall be governed by, construed, interpreted and enforced in accordance with the internal laws of the State of New York.

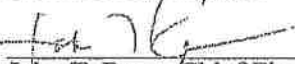
IN WITNESS WHEREOF, Maker has executed this Note as of the 1st day of October, 2002.

EBER BROS. ACQUISITION CORP.

By:

  
Lester Eber, President

By:

  
John T. Ryan, Chief Financial Officer